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# KERALA GAZETTE

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## REVENUE DEPARTMENT

### NOTIFICATION

G.O. (Press) No. 21|Rev. *Dated, Trivandrum, 8th January 1959.*

In exercise of the powers conferred by section 7 of the Travancore-Cochin Government Land Assignment Act, 1950 (Act XXXIII of 1950) the Government of Kerala hereby make the following rules for the lease of Government lands for cardamom cultivation, namely:—

1 (a) These rules shall be called "Rules for Lease of Government Lands for Cardamom Cultivation, 1959".

(b) They shall apply to the lease of land for cultivation of cardamom in the area known as the Cardamom Hill Reserve situated in the Taluks of Devicolam, Peermade and Udumbanchola, in the Kottayam District and shall supersede the existing rules on the subject in so far as they pertain to that area.

(c) They shall come into force at once.

2. In these rules, unless the context otherwise requires—

(a) 'Alienation' includes sale, gift, will, mortgage or hypothecation.

(b) 'Encroacher' means a person who, on the date of publication of these rules, is in unauthorised occupation of the land whether or not he has cultivated the same with cardamom.

(c) 'Land' means Government land available for cultivation of cardamom and are assignable on lease for the purpose.

(d) 'Lease' shall include renewal of an existing lease.

(e) 'Lessee' means a person who holds the land under an existing lease or to whom lands will be leased under these rules.

(f) 'Person' includes the members of his or her family and 'family' includes a person, his wife or her husband, their children living with or dependent on them, and also their parents solely dependent on them.

#### LEASES WITHOUT AUCTION.

3. Lands in the possession of encroachers who have cultivated the same with cardamom may be leased to them, without auction, for a period of 20 years subject to the following and the other provisions in these rules.

(1) The maximum extent that may be leased to a person shall be 25 acres, provided that the extent so leased, together with the extent of cardamom lands on registry or lease (current or time-expired) already held by him, shall not exceed 60 acres.

(2) The premium to be collected from the lessee shall be Rs. 75 per acre and the annual pattom payable by him shall be Rs. 10 per acre.

(3) Arrears of pattom at Rs. 10 per acre per annum shall be payable for the entire period of occupation, credit being given to the amounts already paid by way of assessment or otherwise in respect of the extent to be leased out to him.

(4) The encroacher shall surrender unconditionally, the area in his possession which is in excess of that to which he is entitled under condition (1).

### RENEWAL OF LEASES.

4. All time-expired leases in respect of which the lessees are still holding on, all existing leases and all leases that may be granted under these rules, may be renewed in favour of the lessees or their legal heirs, subject to the following and the other provisions in these rules:—

(1) The maximum extent to be leased to a person shall not exceed 25 acres, provided that the extent so leased together with the extent of other cardamom lands, if any, held by him by way of registry or lease (current or time-expired) shall not exceed 60 acres.

(2) The period of renewal shall be 20 years and the rate of premium shall be one and two-third times the rate originally charged provided that Government may, in deserving cases, charge a lower rate of premium.

(3) The annual pattom shall be Rs. 10 per acre.

(4) Full arrears of assessment at Rs. 10 per acre per annum shall be realised for the entire period subsequent to the expiry of the previous lease in respect of the area the lease of which is to be so renewed, credit being given to the pattom, if any, paid at the existing rate in respect of that area.

(5) The lessee shall surrender unconditionally the area already in his possession on lease (existing or time expired) which is in excess of that to which he is entitled under condition (1).

### LEASES IN PUBLIC AUCTION.

5. The area taken possession of by the Government after evicting the lessees or encroachers under the provisions of the Land Conservancy Act for the time being in force or otherwise, the area got surrendered, under Rules 3 and 4, and also all other lands free of encroachment, may be leased in public auction on the following and the other provisions in these rules.

(1) The land shall be leased in public auction to the highest bidder, with an upset price of Rs. 50 per acre towards premium.

(2) The maximum extent leased in auction to a single person shall not exceed 25 acres provided that the extent so leased together with the extent of cardamom lands by way of registry or lease (current or time-expired) already held by him shall not exceed 60 acres.

(3) The lease shall be for a period of 20 years.

(4) The annual pattom shall be Rs. 10 per acre.

### CONCESSIONAL LEASES.

6. Lands in *bona fide* occupation of hillmen shall be leased to them without auction for a period of 20 years at a time, subject to the following and the other provisions in these rules.

(1) The maximum extent that a single family may hold whether on registry or lease shall not exceed 3 acres.

(2) No premium shall be charged.

(3) The annual pattom shall be Rs. 10 per acre.

(4) The lessee shall surrender unconditionally the area of cardamom land already in his possession by way of registry, lease (current or time-expired) or encroachment, which is in excess of three acres.

GENERAL PROVISIONS.

7. The lessee shall be free to remove the undergrowth and fell trees to the extent necessary to admit, on the land, sufficient sunlight for cultivation of cardamom:

Provided that he shall not except with the prior sanction of the Revenue Divisional Officer fell—

(i) any tree falling under the description of teak, blackwood, ebony or sandalwood; and

(ii) any tree other than teak, blackwood, ebony or sandalwood, exceeding four feet in girth at a height of three feet from the ground.

The lessee may also, with the permission of the Revenue Divisional Officer fell trees for construction of such buildings as are essential for cultivation of cardamom.

8. All applications for felling trees shall, in the first instance, be made to the Tahsildar, who, after a local inspection and|or such enquiry, as he may consider necessary, shall forward the same with his report to the Revenue Divisional Officer for disposal.

9. If any tree is felled or undergrowth is removed or destroyed in contravention of these rules, the lessee shall be liable to pay, by way of damages, double the value of the timber of the trees so felled or the undergrowth so removed or destroyed, as may be assessed by the Revenue Divisional Officer.

10. The lessee may collect free of charge for his own use grass, if any, found on the land. He may also collect dead trees and undergrowth for fuel free of charge but no live tree or undergrowth shall be purposely felled or uprooted for such use or any other use.

11. Subject to the provision of rules 7 to 10 the lessee shall also, in the interest of forest conservancy, be bound to maintain all tree growth and undergrowth on the land in proper condition.

12. The lease shall not convey any right to mines or minerals on the land or any right to water power, and the ownership of the land shall continue to vest in the Government and the rights of the lessee shall be strictly limited to those specifically conferred on him by the lease.

13. The lease shall be heritable.

14. The lessee shall not, on his own accord, determine the lease during the currency of the lease; nor shall he alienate the leasehold without the prior sanction of the authority that sanctioned the lease or any superior authority.

15. The lessee shall pay the prescribed annual pattom in advance annually.

16. If a lessee, whose lease has expired but who is holding over fails to get the lease renewed, or if an encroacher fails to get the land leased in accordance with these rules, or if any prson who is bound to surrender any land under these rules, fails to surrender the same, such lessee or encroacher, or person, as the case may be, shall be proceeded against under the provisions of the Land Conservancy Act for the time being in force.

17. No compensation for improvements shall be given in respect of the area surrendered under rules 3, 4, 5 or 6 or the area in respect of which action is taken under rule 16.

18. The lease shall be determined and the land resumed at the discretion of the authority that granted the lease or of any superior authority, on the ground that there has been unauthorised felling or removal of trees or undergrowth or any violation of the conditions specified in these rules. The land shall also be liable for resumption if and when the land is needed for Government or public purpose.

19. The lessee shall start effective cultivation of the land with cardamom to the satisfaction of the Revenue Divisional Officer within six months of taking possession thereof and shall in cultivating the land, be bound by such directions as the Government, the Board of Revenue, the District Collector or the Revenue Divisional Officer, may, from time to time, issue.

MACHINERY AND PROCEDURE.

20. The authority competent to lease land under these rules shall be the Revenue Divisional Officer but in cases where the lease is to be by public auction, he may, subject to the provisions in rules 25 and 26, authorise the Tahsildar to conduct the auction. Land shall be granted on lease only if the Revenue Divisional Officer is satisfied that it can be so leased without detriment to Government interests.

21. In cases where it is necessary to survey the land before the lease, it shall be granted on lease only after it is got duly surveyed.

22. A public notice of the proposed lease shall be published under authority of the Revenue Divisional Officer before sanctioning the lease, whether by public auction or otherwise, inviting claims or objections from interested persons. The notice shall provide thirty days' time for preferring claims or objections and shall be published by affixture, in a prominent place in the Revenue Divisional Office, and the Taluk and Village Offices. Copy of the notice shall also be sent to the owners, if any, of the adjoining registered lands. The notice shall be in the form in Appendix I.

23. Objections and claims received in response to the notice shall be duly considered and disposed of by the Revenue Divisional Officer after such inspection and enquiry, as may be considered necessary, which may either be held by the Revenue Divisional Officer himself or caused to be held by the Tahsildar.

24. In the cases falling under rule 5, after the disposal of the claims and objections referred to in the foregoing rule, a notice shall be published by the Revenue Divisional Officer both in Malayalam and in English, specifying the time and place and the authority conducting the auction and containing the following, among other, particulars:—

(i) Exact location and boundaries and the description of the land with its survey number and sub division numbers; its extent.

(ii) The annual pattom payable for the land.

(iii) The minimum premium i.e., the upset price, and the deposit to be made by the bidders.

(iv) Any other condition subject to which the auction is to be held.

The notice shall be published 30 days in advance of the date fixed for the auction and shall be posted on the land itself and in the village and Taluk Offices and in the Revenue Divisional Office. It shall also be published in two consecutive issues of the Government Gazette.

25. On the date fixed for the auction, either the Revenue Divisional Officer or, on authorisation by him, the Tahsiladr, shall conduct the auction. It shall be open to the Revenue Divisional Officer, if necessary, to alter the time and place of auction after giving not less than 15 days' further notice. In cases where the auction is conducted by the Tahsildar, the same shall be subject to confirmation by the Revenue Divisional Officer.

26. The auction shall be conducted subject to the following conditions:—

(a) Every intending bidder shall, before the auction, deposit with the officer conducting the auction, a sum of Rs. 10 per acre as earnest money.

(b) The land shall be put to auction in respect of each block separately if the land consists of more than one block, and the lease shall be given to the highest bidder.

(c) The person declared to be the highest bidder shall immediately after such declaration deposit with the officer conducting the auction, an amount (inclusive of the earnest money already deposited by him) equivalent to 20 per cent of the total bid amount. The earnest money deposited by the other bidders shall be returned to them soon after the auction is over.

(d) The balance of the bid amount shall, subject to the provisions hereinafter contained, be paid by the purchaser before the expiry of the thirty days, from the date of receipt of notice intimating confirmation of the lease, or if the 30th day happens to be a Sunday or other holiday, on the next working day. The Revenue Divisional Officer may, however, for sufficient reasons to be recorded in writing, extend the time for the payment for a further period or periods not exceeding 30 days in all.

(e) In the event of failure to pay the amount referred to in clause (d), within the period mentioned therein, the deposit shall be forfeited to the Government and the land auctioned again. The defaulter shall be liable for any loss which the Government may sustain consequent on such fresh auction.

(f) No officer or servant of the Government shall directly or indirectly bid for any land, or acquire or attempt to acquire any interest in any land leased under these rules.

27. Notwithstanding anything contained in rule 26(d), the Revenue Divisional Officer may in really deserving cases and for reasons to be recorded in writing, permit payment of the balance of the bid amount in equal annual instalments not exceeding five in number if the balance due is Rs. 1,000 or more. The bidder shall, in such cases, execute an agreement for the due payment of the instalments on the dates specified therein together with interest thereon at 12 per cent per annum. For three consecutive defaults in the payment of the instalment on the due date, the lease shall be terminated. On such termination the lessee shall not be entitled to compensation for improvements, if any, made by him

on the land, or for refund of the amounts, if any, already paid by him. He shall moreover be liable for any loss which the Government may sustain consequent on putting the land for fresh auction.

28. After confirmation of the lease, an order of lease shall be issued to the lessee in the form in Appendix II to these rules.

APPEAL AND REVISION.

29. An appeal shall lie to the District Collector, against an order passed under these Rules by the Revenue Divisional Officer, and to the Board of Revenue against an order passed by the District Collector.

30. Appeal shall be presented within thirty days from the date of receipt of the order by the aggrieved party, but the appellate authority may, in its discretion, admit an appeal, not submitted within time, if sufficient grounds exist for condoning the delay.

31. No appeal shall be admitted unless it is duly stamped and is accompanied by the original decision or order appealed against or a certified copy thereof.

32. The appellate authority may confirm, vary or cancel the decision or order appealed against, but no decision or order interfering with the original order, shall be made by it without giving the party or parties, interested therein, a reasonable opportunity to be heard.

33. The Government shall be competent to revise, cancel or alter on its own motion or otherwise, any decision made or order passed by the Revenue Divisional Officer, or District Collector, or Board of Revenue, under these rules:

Provided that no proceeding in this behalf shall be initiated by the Government after the expiry of two years from the date of such decision or order, and no such decision or order shall be set aside or modified by them without giving the party or parties affected thereby, a reasonable opportunity for representing their case.

34. The Government shall be competent to dispense with any provisions of these rules and grant leases, in any manner they choose, imposing any terms or conditions whether contemplated by these rules or not.

RECOVERY OF GOVERNMENT DUES.

35. All amounts due to Government under these rules shall, in cases of default, be recoverable as if they are arrears of revenue under the Revenue Recovery Act, for the time being in force.

REGISTERS AND ACCOUNTS TO BE MAINTAINED.

36. The registers and accounts necessary for purposes of these rules shall be duly maintained by the authorities concerned.

By order of the Governor,

K. K. RAMANKUTTY,

*Revenue Secretary.*

## APPENDIX I

### Notice

(See Rule 22)

Whereas it is proposed to lease . . . . . . . . . . . . acres . . . . . . . . . cents of . . . . . . . . . . . . . . . . . . . . . . . . . . . . . lands comprised in S.No. . . . . . . . . of . . . . . . . . . . . . . . . . Village in . . . . . . . . . . . . . . . . . . . . . . . . . . Taluk, notice is hereby given that all persons who may have any objection to the lease of the land or may have any claims to the land should prefer the same in writing to the undersigned within 30 days of publication of this notice.

Station.

Date.

Revenue Divisional Officer.

## APPENDIX II

(See Rule 28)

### Form of order of leasing Government land for cardamom cultivation

The land specified in the schedule is hereby leased to ( ) (name and address of the grantee) for a period of years commencing from ( ) (date month and year) for cultivation of cardamom subject to the following conditions to which the aforesaid lessee has agreed:—

1. The lease is liable to cancellation if it be found that it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation or in excess of the limits of authority delegated to the officer granting the land or that there was an irregularity in procedure. Cancellation on any of these grounds may be ordered by any authority to whom the assigning authority is administratively subordinate.

2. In the event of such cancellation of the lease the lessee shall not be entitled to compensation for any loss caused to him by the cancellation.

3. The lessee shall, so long as the lease be in force, pay clear of all deductions a sum of per annum for credit to the general revenues of the State and a further sum of on account of rates, taxes, assessments and outgoings payable by the Government to any local body as a result of his occupation of the land. The consolidated charge shall be payable to the Government in advance annually, the first of such payments to be made on the day of and the subsequent annual payments on the corresponding day of succeeding years.

4. In the event of the local body varying its demands, the assigning authority shall be at liberty to revise, without notice, the second part of the charge referred to in condition (3) as the sum payable by the lessee on account of taxation by the local body and on such revision any balance due shall become immediately payable by the lessee.

5. If the lessee shall fail to pay to the Government any sums payable under the grant on the respective dates on which they are made payable, he shall pay interest at 12 per cent per annum on such amounts from the dates on which they were so payable until the date of payment of recovery.

6. The lessee shall bring the land under cultivation within a period of six months from the date of the lease.

7. The lessee shall not use the land or suffer it to be used except for the purpose for which it is leased.

8. The lessee shall permit the officers and servants of the Government with or without workmen at all times to enter upon the lands aforesaid to view the condition of the land.

9. The lessee shall not assign or underlet the benefits arising under this lease or a part thereof without the previous written permission of the Revenue Divisional Officer.

10. (a) The Government reserve to themselves the right to all trees and their branches and roots which exist at the time of the grant (which are described in Schedule II attached) as well as those which may grow subsequently on the lands granted and the Government shall be at liberty to cut or dig out any such trees or their roots and branches and remove them from the land in question and dispose of them at their pleasure. The lessee shall not be entitled to cut or remove them or cause them to be cut or removed without the permission of the Revenue Divisional Officer.

(b) The lessee shall take all reasonable measures to the satisfaction of the Collector of the District for the protection of the trees from theft or damage and for the careful protection of the immature trees growing on the land.

(c) The lessee shall take steps to see that the marks made by the officers of the Government or the trees are preserved and are not tampered with.

(d) In the event of the infringement of, or failure to observe, any of the conditions mentioned in (a), (b), or (c) the lessee shall pay to the Government compensation at twice the value of the loss or damage caused by such infringement or failure on his part as assessed by the Revenue Divisional Officer. The Government shall also be at liberty to cancel the lease and re-enter the land and the whole land shall thereupon vest absolutely in the Government. In that case, the lessee shall not be entitled to any compensation whatever.

11. The lessee shall not erect any buildings, fences or structures of a permanent or temporary character on the land without the previous written sanction of the assigning authority.

12. The lessee shall be free to remove the undergrowth and fell trees and admit sufficient sunlight on the land, but shall not cut any trees falling under the description of teak, blackwood, ebony or sandalwood or any trees other than those specified in rule 7 which are four feet or more in girth at a height of three feet from the ground, except with the permission of the Revenue Divisional Officer. The wind-fallen trees shall also be the property of the Government and shall be handed over to the Village Officer.

13. Tho sale proceeds of wind-fallen trees and those cut under condition (12) shall be credited to the Government.

14. The lessee shall not without the previous sanction of the assigning authority permit any person to use the land except as provided in condition (7).

15. The lessee shall, on the termination or revocation of this lease restore the said land to the Government in as good a condition as is consistent with the foregoing conditions.

16. The lessee shall be answerable to the Government for all or any injury or damage done to the said land and other Government property thereon except as is permitted by the foregoing conditions.

17. The Government may revoke the lease wholly or in part, if the sums specified in condition (3) or any part thereof shall remain unpaid for fifteen days after they have become payable whether formally demanded or not, or if the lessee have broken any of the conditions of the lease herein contained and assume control or otherwise dispose of all or any part of the land and any buildings, fences and structures thereon and the lessee shall not be entitled to any compensation therefor.

18. If the amount specified in condition (3) or (4) or any part thereof together with interest or if any other amount due from the lessee is in arrear, it shall also be competent for the assigning authority to recover the same from the lessee as an arrear of land revenue.

19. The lease hereby given may be revoked by the assigning authority after giving sixty days' notice in writing and by the Government or Board of Revenue without notice in an emergency, the Government or Board of Revenue being the sole judge of the emergency. The lessee shall not in case of such revocation or termination be entitled to any compensation in respect of any improvements effected by the lessee to the land or for the loss caused by the interruption of his occupation.

20. In the event of termination of the lease under condition (17) or (19) the Government shall be at liberty to levy proportionate pattom up to the date of such termination.

21. If any dispute or difference shall at any time hereafter arise between the Government or their officers on the one part and the lessee on the other part as to the rights, duties, or liabilities of either party in respect of any matter or thing relating to or arising out of the lease or the construction or the meaning of all or any of the provisions herein contained the said dispute or difference shall be referred for settlement by arbitration by the Collector of the District and his decision shall be final.

22. The lease includes all rights, easements and appurtenances belonging to the land or reputed to belong to it or usually held or enjoyed with it. The existing and customary rights of the Government and the public in roads and paths and rivers, streams and channels running through or bounding the land and the right of the Government to the mines and quarries, subjacent to the land, are however reserved and are in no way affected by the lease.

### Schedule I.

| District. | Taluk. | Village. | Survey No. | Area. A. C. | Boundaries. N. S. E. W. |
| --- | --- | --- | --- | --- | --- |
| (1) | (2) | (3) | (4) | (5) | (6) |

### Schedule II.

| Teak. | Blackwood. | Ebony. | Sandalwood. |
| --- | --- | --- | --- |

In witness where of I .. .. .. .. .. .. .. .. .. .. .. .. .. .. (Name and designation) acting for and on behalf of and by the order and direction of His Excellency the Governor of Kerala have hereunto set my hand this day of 19 .

Place.
Date.

Signature and designation
of the assigning authority.

### Declaration

I declare that I shall hold the lease subject to conditions .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. given above. I also declare that I shall abide by the rules which are now in force or may hereafter be issued by Government in regard to leases.

Signature of lessee.